

EXHIBIT GG

1 Scott R. Mosko (State Bar No. 106070)
2 FINNEGAN, HENDERSON, FARABOW,
3 GARRETT & DUNNER, L.L.P.
4 Stanford Research Park
5 3300 Hillview Avenue
6 Palo Alto, California 94304
7 Telephone: (650) 849-6600
8 Facsimile: (650) 849-6666
9

10 Attorneys for Defendants
11 Connectu LLC, Cameron Winklevoss,
12 Tyler Winklevoss, Howard Winklevoss,
13 and Divya Narendra
14

15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

THE FACEBOOK, INC.

Plaintiff,

v.

CONNECTU LLC, CAMERON WINKLEVOSS,
TYLER WINKLEVOSS, HOWARD
WINKLEVOSS, DIVYA NARENDRA, AND
DOES 1-25,

Defendants.

CASE NO. 105 CV 047381

**SECOND AMENDED RESPONSE OF
DEFENDANT CONNECTU LLC TO
PLAINTIFFS FIRST SET OF SPECIAL
INTERROGATORIES (1-23)**

1 background, and general interests, so that others can search for people having those characteristics.
2 Services include a chat feature, discussion groups, as well as an address book.

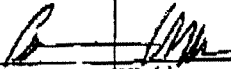
3 14. ConnectU incorporates its initial response and objections and its first amended
4 response herein to this second amended response. In addition, ConnectU responds as follows:
5 Members of ConnectU include Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, and
6 Divya Narendra, as set forth in the Limited Liability Company Operating Agreement recited in the
7 Interrogatory ("Operating Agreement") and found at bates numbers C011285 through C011335.
8 These persons have all been Members since ConnectU was formed. Cameron Winklevoss, Howard
9 Winklevoss, and Maria Antonelli are Managers of ConnectU and together form the Board of
10 Managers. They have been Managers since ConnectU was formed. Tyler Winklevoss is a successor
11 Manager of ConnectU as set forth at section 8.1(c)(2) of the Operating Agreement at bates number
12 C011311. He has been successor Manager since ConnectU was formed. Members and Managers of
13 ConnectU have the duties, job descriptions, authorities, and responsibilities set forth in the Operating
14 Agreement. For example, as set forth at section 8.1(a), each of the Managers "shall have the
15 exclusive right, power and authority to manage the Business, assets, operation and affairs of the
16 Company, with all rights and powers and the full power necessary, desirable or convenience to
17 administer and operate the same for Company purposes, to incur, perform, satisfy and compromise
18 all manner of obligations on behalf of the Company, and to make all decisions and do all things
19 necessary or desirable in connection therewith." In addition to the other duties set forth in the
20 Operating Agreement, Cameron Winklevoss' and Tyler Winklevoss' duties include overseeing the
21 operation of the connectu.com website, including communicating development activities on the site.

22 15. ConnectU incorporates its initial response and objections and its first amended
23 response herein to this second amended response. In addition, ConnectU responds as follows:
24 ConnectU has not conducted any advertising, promotions and marketing activities specifically
25 directed at California residents. ConnectU has responded to an individual who may have been a
26 resident of California about advertising opportunities on the connectu.com site. This email to an
27 individual having a .edu email address associated with a California-based university was produced at
28 C010664. Specific marketing or advertising activities include the creation of an amazon gift

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, Cameron Winklevoss am a member of ConnectU LLC, defendant in the above titled action.
I have read the second amended responses to Plaintiff's First Set of Interrogatories. I am informed
and believed that these responses are true and correct to the best of my knowledge. I declare under
penalty of perjury that the foregoing is true and correct and that this verification was executed on the
5 day of March 2006.


Cameron Winklevoss